



District of British Columbia
Division No. 03 – Vancouver
Court No. B-180368
Estate No. 11-2375063

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF THE BANKRUPTCY OF
JIZHE YANG

IN THE MATTER OF THE RECEIVERSHIP OF
PE CONSULTING LTD.

NOTICE OF APPLICATION

NAME OF APPLICANT: Ernst & Young Inc., in its capacity as the receiver and receiver manager (and in such capacity, the “**Receiver**”) of all of the assets, undertakings and property of PE Consulting Ltd. (the “**Company**”)

TO: Service List (attached hereto as **Schedule “A”**)

TAKE NOTICE that an application will be made by the applicant to the presiding judge, by telephone, at 9:45 a.m. on **July 29, 2020**, at the courthouse at 800 Smithe Street, Vancouver, BC, or at such other date and or time as the court may order, for the orders set out in Part 1 below.

PART 1: ORDER SOUGHT

1. Claims process order (the “**Claims Process Order**”), substantially in the form attached hereto as **Schedule “B”**;
2. An order, substantially in the form attached hereto as **Schedule “C”**, for the following:
 - (a) approving the Second Report of the Receiver, dated July 15, 2020 (the “**Second Report**”) and the activities of the Receiver as described therein;
 - (b) approving the Receiver’s accounts, as set out in Affidavit #4 of Holly Palmer, dated July 15, 2020;
 - (c) approving the accounts of the Receiver’s legal counsel, as set out in Affidavit #2 of H. Lance Williams; and
3. Such other relief as counsel may advise and this Honourable Court deems just.

PART 2: FACTUAL BASIS

BACKGROUND FACTS

1. On June 8, 2018, G. Powroznik Group Inc. ("**GPPI**"), in its capacity as the former trustee of the bankruptcy estate (the "**Bankruptcy Estate**") of Jizhe (Mary) Yang, a bankrupt, who was the sole director of the Company, sought and obtained an order (the "**Original Receivership Order**") pursuant to which GPPI was appointed as receiver and receiver manager (in such capacity, the "**Former Receiver**"), without security, of all of the assets, undertakings and property of the Company (the "**Property**").
2. Pursuant to paragraphs 34-38 of the Original Receivership Order, the Former Receiver was authorized to conduct a claims process (the "**Original Claims Process**").
3. On December 10, 2018, Prima Technology, Inc. sought and obtained an order (the "**Amended and Restated Receivership Order**") pursuant to which Ernst & Young Inc. was substituted in place of GPPI as the receiver and receiver manager of the Property.
4. Pursuant to paragraph 39 of the Amended and Restated Receivership Order, the Original Claims Process was suspended, as at the time the Amended and Restated Receivership Order was pronounced, there were no available funds to distribute to the Company's creditors.
5. As detailed further below, the Receiver has since completed the sale (the "**Sale Transaction**") of the Company's primary asset, consisting of a personal residence located at 2791 Highview Place, West Vancouver, BC, V7S 0A4 (the "**Highview Property**").

REMEDIATION AND SALE OF THE HIGHVIEW PROPERTY

6. Following the granting of the Amended and Restated Receivership Order, the Receiver took possession of the Highview Property and shortly thereafter engaged Upward Construction and Renovation Ltd. ("**Upward**") to remediate its extensive water damage (the "**Remediation Services**").
7. As further detailed in the First Report, the Remediation Services were performed during the period of December 21, 2018 and August 30, 2019.
8. Following the completion of the Remediation Services, the Receiver engaged Sophia Zhou of Pacific Evergreen Realty Ltd. and Leo Zheng of Coldwell Banker Prestige Realty (together the "**Realtors**"), to assist in the marketing, staging and sale of the Highview Property.
9. On September 24, 2019 the Receiver accepted an offer to purchase the Highview Property for \$5.26 million.
10. On October 29, 2019, this Honourable Court granted an Approval and Vesting Order (the "**Approval and Vesting Order**") approving the sale of the Highview Property (the "**Sale Transaction**").

NET PROCEEDS OF THE SALE TRANSACTION

11. The Sale Transaction closed on November 5, 2019, generating \$5,095,081.32 in proceeds (the "**Net Sale Proceeds**").
12. Paragraphs 9-10 of the Approval and Vesting Order authorized the Receiver to make the following interim distributions (the "**Distributions**") from the Net Sale Proceeds:
 - (a) in such amounts as the Receiver deems advisable from the net proceeds of the Property to pay the amounts owing pursuant to the Receiver's Certificate secured by the Receiver's Borrowings Charge (each as defined in the Amended and Restated Receivership Order); and
 - (b) in such an amount sufficient to pay to the Bank of Montreal ("**BMO**") all outstanding amounts owed by the Debtor and secured by the mortgage in favour of BMO and registered against title to the Lands under Registration No. CA3233157 (the "**BMO Mortgage**").
13. Upon completion of the Sale Transaction, the Receiver directed and authorized its counsel to make the Distributions, prior to transferring the remaining proceeds (the "**Remaining Proceeds**") to the Receiver, which consisted of the following:
 - (a) payment to Robert J. Ellis, in trust for BMO, the sum of \$2,250,356, comprised of the following:
 - (i) principle and accrued interest for all outstanding amounts owed by the Company and secured by the mortgage in favour of BMO and registered against title to the lands under registration number CA3233157 in the amount of \$2,243,079.28; and
 - (ii) legal and property manager fees incurred by BMO in the amount of \$7,276.60; and
 - (b) payment to the Corporation of the District of West Vancouver the sum of \$1,412.00, comprised of the following:
 - (i) outstanding property taxes payable in the amount of \$128.01;
 - (ii) outstanding utilities payable in the amount of \$909.82; and
 - (iii) outstanding fees payable for municipal tickets in the amount of \$375.00 relating to security alarm triggers at the Highview Property; and
 - (c) payment to the Receiver's legal counsel in the amount of \$500, held in trust for final payment of utilities up to the Completion Date; and
 - (d) payment to the Receiver's legal counsel for \$41,200.00, held in trust for payment of speculation and vacancy tax incurred on the property for 2018 taxation year.
14. On November 8, 2019, the Remaining Proceeds of \$2,801,612.61 were paid to the Receiver.

15. At this juncture, the Receiver is of the view that a claims process (the “**Proposed Claims Process**”) is required to, *inter alia*, enable the Receiver to identify, evaluate and determine the Claims of creditors of the Company, and their respective entitlement to the Remaining Proceeds.
16. Accordingly, the Receiver is now seeking an order from this Honourable Court approving its activities to date and as set out in the Second Report, its accounts and the accounts of its legal counsel, as well as an order approving the Proposed Claims Process.

PART 3: LEGAL BASIS

APPROVAL OF THE SECOND REPORT

1. The Second Report outlines the specific activities taken by the Receiver since the granting of the Approval and Vesting Order.
2. Approval of the Receiver’s activities is appropriate in these circumstances because such approval will:
 - (a) allow the Receiver and other stakeholders to move forward confidently with the next steps in the proceeding;
 - (b) bring the Receiver’s activities in issue before the court, providing an opportunity for the concerns of the court and/or other stakeholders to be addressed, and any problems to be rectified in a timely way;
 - (c) provides certainty and finality in these proceedings and activities undertaken by the Receiver, while providing an opportunity for the stakeholders to raise specific objections and concerns;
 - (d) enables the court, tasked with supervising these proceedings, to satisfy itself that the Receiver’s court-mandated activities have been conducted in a prudent and diligent manner;
 - (e) provides protection for the Receiver, not otherwise provided by statute; and
 - (f) protects creditors from delay that would be caused by:
 - (i) re-litigation of steps taken to-date; and
 - (ii) potential indemnity claims by the Receiver.

Target Canada Co (Re), 2015 ONSC 7574, at paras 12 and 23

3. In addition, the approval sought by the Receiver is not a general approval of its activities to date, but is the approval of the specific activities taken by the Receiver to date, all of which are outlined in the Second Report.

APPROVAL OF THE PROPOSED CLAIMS PROCESS

4. The essence of a receiver’s power is to settle liabilities and liquidate assets.

Bank of Montreal v Owen Sound Golf & Country Club Ltd., 2012 ONSC 557 at para 6

5. It is common practice in court appointed receiverships for the Court to make an order for a claims process. This includes a mandatory procedure for creditors wishing to make claims, including instructions on notification, filing of claims, limitation dates, and an ultimate claims bar date.

For example, as seen in *Hawkeye Power Corp. v Sigma Engineering Ltd.*,
2015 BCSC 2279 at paras 14-22.

6. In a receivership, a claims process is intended to be efficient and flexible in order to determine claims expeditiously.

Computershare Trust Co. of Canada v Cookstown Holdings Inc.,
2014 ONSC 685 at para 13

7. Paragraphs 34-38 of the Original Receivership Order, authorized the Former Receiver to conduct the Original Claims Process.
8. The Original Claims Process was suspended by paragraph 39 of the Amended and Restated Receivership Order as, at the time it was pronounced, there were no funds available for distribution to creditors of the Company.
9. As detailed above, the Receiver has sold the Company's primary asset (the Highview Property), which has generated the Remaining Proceeds in the amount of \$2,401,612.61.
10. The Receiver is of the view that the Proposed Claims Process, as set out in the Claims Process Order, is fair and efficient for the stakeholders of the Company, as it provides for both a flexible and expeditious mechanism by which the Company's stakeholders can advance their respective claims and participate in the process.

APPROVAL OF FEES AND ACCOUNTS

11. Factors courts will consider in assessing the reasonableness of a receiver's fees include the following:
 - (a) the nature, extent and value of the assets;
 - (b) the complications and difficulties encountered by the receiver;
 - (c) the degree of assistance provided by the debtor;
 - (d) the time spent by the receiver;
 - (e) the receiver's knowledge, experience and skill;
 - (f) the diligence and thoroughness displayed by the receiver;
 - (g) the responsibilities assumed;
 - (h) the results of the receiver's efforts; and

- (i) the cost of comparable services.

Bennett on Receiverships
3rd ed (Toronto: Carswell, 2011) at page 595

- 12. A receiver's fees must be "fair and reasonable, moderate and not generous, but sufficient to induce competent people to act as receivers."

Vantreight v Vantreight, 2007 BCSC 1345, at para 43

- 13. As noted by the New Brunswick Court of Appeal:

There is no fixed rate or settled scale for determining the amount of compensation to be paid a receiver. He is usually allowed either a percentage upon his receipts or a lump sum based upon the time, trouble and degree of responsibility involved. The Governing principle appears to be that the *compensation allowed a receiver should be measured by the fair and reasonable value of his services* and while sufficient fees should be paid to induce competent persons to serve as receivers, receiverships should be administered as economically as possible. Thus allowances for services must be just, but nevertheless moderate rather than generous. [emphasis added]

Federal Business Development Bank v Bylea, [1983] NBJ No 41 (NBCA), at para 3

- 14. It is not necessary to go through the supporting documentation for the fees, line by line, in order to determine what the appropriate fees are. Nor is the court to second-guess the amount of time spent by a receiver unless it is clearly excessive or overreaching.

Bank of Nova Scotia v Diemer, 2014 ONSC 365, at para 19

- 15. Similar factors are considered on the assessment of the legal accounts of counsel to the receiver, including:

- (a) the time expended;
- (b) the complexity of the receivership;
- (c) the degree of responsibility assumed by the lawyers;
- (d) the amount of money involved, including the amount of proceeds after payments to the creditors;
- (e) the degree and skill of the lawyers involved;
- (f) the results achieved; and
- (g) the client's expectations as to the fee.

Bennett on Receiverships, *supra*, at page 600

16. The Receiver submits that its fees are fair and reasonable in the circumstances, particularly in light of the significant time and effort expended by the Receiver in performing the activities detailed in the Second Report.
17. Similarly, the Receiver submits that its counsel's fees and disbursements are fair, reasonable and consistent with the market for similar legal services in British Columbia.

PART 4: MATERIAL TO BE RELIED UPON

1. *Law and Equity Act*, R.S.B.C. 1996 c. 253, and in particular section 64 thereof;
2. the First Report of the Receiver, dated October 11, 2019;
3. the Second Report of the Receiver dated July 15, 2020;
4. Affidavit #4 of Holly Palmer, made July 15, 2020;
5. Affidavit #2 of H. Lance Williams, made July 15, 2020;
6. the pleadings and other material filed herein; and
7. such further and other material as counsel may advise and this Honourable Court accept.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days after service of this Notice of Application:

- (a) file an Application Response in Form 33;
- (b) file the original of every Affidavit, and of every other document, that:
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding; and
- (c) serve on the Applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of filed Application Response;
 - (ii) a copy of each of the filed Affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: July 15, 2020


Signature of Lawyer for the Applicants
Cassels Brock & Blackwell LLP
(H. Lance Williams and Jared Enns)

To be completed by the Court only:

Order made

☐ in the terms requested in paragraphs _____ of Part 1 of this Notice of Application

☐ with the following variations and additional terms:

Date: _____

Signature of ☐ Judge ☐ Master

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ other

SCHEDULE "A"

District of British Columbia
Division No. 03 – Vancouver
Court No. B-180368
Estate No. 11-2375063

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF JIZHE YANG

IN THE MATTER OF THE RECEIVERSHIP OF PE CONSULTING LTD.

SERVICE LIST (RE: PE CONSULTING LTD.)

[as at July 15, 2020]

Burns Fitzpatrick LLP 1400 – 510 Burrard Street Vancouver, BC V6C 3A8 Tel: (604) 685-0121 Attn: Dennis K. Fitzpatrick Email: dfitzpatrick@burnsfitz.com <i>Counsel for G. Powroznik Group Inc., Former Receiver of PE Consulting Ltd.</i>	Cassels Brock & Blackwell LLP Suite 2200 HSBC Building 885 West Georgia Street Vancouver, BC V6C 3E8 Tel: (604) 691-6100 Attn: H. Lance Williams and Mary I.A. Buttery, Q.C. Email: lwilliams@cassels.com mbuttery@cassels.com jenns@cassels.com sdanielisz@cassels.com <i>Counsel for Ernst & Young Inc., Receiver of PE Consulting Ltd.</i>
Ernst & Young Inc. 700 West Georgia Street PO Box 10101 Vancouver, BC V7Y 1C7 Tel: (604) 891-8200 Attn: Holly Palmer and Jason Eckford Email: Holly.Palmer@ca.ey.com Jason.Eckford@ca.ey.com <i>Receiver of PE Consulting Ltd.</i>	Miller Thomson LLP 725 Granville Street, Suite 400 Vancouver, BC V7Y 1G5 Tel: (604) 687-2242 Attn: Gordon G. Plottel and Steven Evans Email: gplottel@millerthomson.com sevans@millerthomson.com <i>Counsel for Prima Technology Inc., T&E Holdings Ltd., and Alacria Asia Capital Inc.</i>

Pacific Insolvency Intake Centre Surrey National Verification and Collection Centre Canada Revenue Agency 9755 King George Boulevard Surrey, BC V3T 5E1	
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SCHEDULE "B"

District of British Columbia
Division No. 03 – Vancouver
Court No. B-180368
Estate No. 11-2375063

IN THE SUPREME COURT OF BRITISH COLUMBIA IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
JIZHE YANG

IN THE MATTER OF THE RECEIVERSHIP OF
PE CONSULTING LTD.

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE) WEDNESDAY, THE 29TH DAY
)
) OF JULY, 2020

ON THE APPLICATION of Ernst & Young Inc., in its capacity as the receiver and receiver manager (in such capacity, the "**Receiver**"), of all of the assets, undertakings and property of PE Consulting Ltd. (the "**Company**"), coming on for hearing this day at the Law Courts, 800 Smithe Street, Vancouver, British Columbia, by telephone; AND UPON HEARING Jared Enns, counsel to the Receiver and those other counsel as listed on **Schedule "A"** hereto; AND UPON READING the material filed herein, including the Second Affidavit of H. Lance Williams made July 15, 2020, the Fourth Affidavit of Holly Palmer made July 15, 2020, and the Second Report of the Receiver dated July 15, 2020;

THIS COURT ORDERS AND DECLARES THAT:

DEFINED TERMS

1. For the purpose of this Order, all capitalized terms not otherwise defined shall have the definitions set out in **Schedule "B"** hereto.

DEFINITIONS AND INTERPRETATION

2. All references herein as to time shall mean local time in Vancouver, British Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein and any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.
3. All references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

4. The Claims Process, including the Claims Bar Date is hereby approved.
5. The Receiver is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms, and may request any further documentation from a Creditor that the Receiver may require in order to enable it to determine the validity of a Claim.
6. Any Claims denominated in a currency other than Canadian Dollars shall be converted to Canadian Dollars at the Bank of Canada noon spot rate in effect on the Filing Date.
7. Copies of all forms delivered by or to a Creditor hereunder, as applicable, and determinations of Claims by the Receiver, or the Court, as the case may be, shall be maintained by the Receiver and, subject to further order of the Court, such Creditor will be entitled to have access thereto by appointment during normal business hours on reasonable written request to the Receiver.

RECEIVER'S ROLE

8. The Receiver, in addition to its prescribed rights, duties, responsibilities and obligations under the *Law and Equity Act*, R.S.B.C. 1996 c. 253 (the "**LEA**"), under the Original Receivership Order, and the Amended and Restated Receivership Order, shall administer the Claims Process, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order.

NOTICE OF CLAIMS

9. Forthwith after the date of this Order, and in any event within three (3) Business Days following the date of this Order, the Receiver shall cause a Claims Package, in accordance with paragraph 21 hereof, to be sent to each Creditor with a Claim as evidenced by the books and records of the Company as of the Filing Date or any Person who the Receiver is advised by the Company may have a Claim that has not been recorded in the books and records of the Company.
10. Forthwith after the date of this Order, and in any event within four (4) Business Days following the date of this Order, the Receiver shall have taken the steps necessary to cause the Newspaper Notice to be published for (1) Business Day in the Vancouver Sun at the next available publication date for such newspaper.
11. Forthwith after the date of this Order, and in any event within two (2) Business Days following the date of this Order, the Receiver shall post on the Receiver's Website a copy of this Order, the Instruction Letter, a blank Proof of Claim form and a blank Notice of Dispute form.
12. To the extent that any Creditor requests documents relating to the Claims Process prior to the Claims Bar Date, the Receiver shall forthwith cause a Claims Package to be sent to the Creditor and/or direct the Creditor to the documents posted on the Receiver's

Website, and otherwise respond to the request relating to the Claims Process as the Receiver determines to be appropriate in the circumstances.

13. The forms of Instruction Letter, Proof of Claim, Notice of Revision or Disallowance, Notice of Dispute and Newspaper Notice substantially in the forms attached to this Order as **Schedule "C"**, **Schedule "D"**, **Schedule "E"**, and **Schedule "F"**, respectively, are hereby approved. Despite the foregoing, the Receiver may, from time to time, make minor changes to the forms as the Receiver considers necessary or desirable.
14. Publication of the Newspaper Notice, the sending to the Creditors of a Claims Package in accordance with this Order, and completion of the requirements of this Order, shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

FILING PROOFS OF CLAIM

15. Any Creditor who wishes to assert a Claim against the Company shall file a Proof of Claim with the Receiver in the manner set out in paragraph 22 hereof so that the Proof of Claim is received by the Receiver by no later than the Claims Bar Date.
16. Any Person that does not file a Proof of Claim as provided for in paragraph 15 hereof so that such Proof of Claim is received by the Receiver on or before the Claims Bar Date, or such later date as the Receiver may agree in writing or the Court may otherwise direct, shall:
 - (a) be and is hereby forever barred, stopped and enjoined from asserting or enforcing any Claim against the Company;
 - (b) not be permitted to participate in any distribution from the proceeds of any sale of the Company's assets, or otherwise on account of such Claim(s); and
 - (c) not be entitled to receive further notice in respect of the Claims Process.

ADJUDICATION OF CLAIMS

17. The Receiver shall review all Proofs of Claim received on or before the Claims Bar Date, and shall accept, revise or disallow each Claim as set out therein. If the Receiver wishes to revise or disallow a Claim, the Receiver shall, by no later than thirty (30) days after the Claims Bar Date or such later date as the Receiver may advise in writing or the Court may otherwise direct, as applicable, send such Creditor a Notice of Revision or Disallowance advising that the Creditor's Claim as set out in its Proof of Claim has been revised or disallowed and the reasons therefor. If the Receiver does not send a Notice of Revision or Disallowance to a Creditor by such date or such other date as the Receiver may advise in writing or the Court may otherwise direct, the Claim set out in the applicable Proof of Claim shall be an Allowed Claim. Unless otherwise determined by the Receiver or ordered by the Court, all Claims set out in the Proofs of Claim that are

filed after the Claims Bar Date, are deemed to be disallowed and the Receiver need not deliver a Notice of Revision or Disallowance in respect of such Claim.

18. Any Creditor who is sent a Notice of Revision or Disallowance pursuant to paragraph 17 hereof and wishes to dispute such Notice of Revision or Disallowance shall deliver a completed Notice of Dispute to the Receiver by no later than 5:00 p.m. on the day which is ten (10) days after the date of the applicable Notice of Revision or Disallowance or such other date as may be determined by the Receiver. If a Creditor fails to deliver a Notice of Dispute by such date, the Claim set out in the applicable Notice of Revision or Disallowance, if any, shall be an Allowed Claim.
19. Upon receipt of a Notice of Dispute, the Receiver may (a) attempt to consensually resolve the disputed Claim with the Creditor, or (b) bring a motion before the Court in these Receivership Proceedings to determine the disputed Claim. If the Receiver and the Creditor consensually resolve the disputed Claim, such Claim (as resolved) shall be an Allowed Claim. If a Claim is referred under this paragraph to the Court, the Court shall resolve the dispute between the Receiver and such Creditor as soon as practicable, in a summary manner as a true appeal in the nature of an appeal of the decision of a licenced insolvency trustee under the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, and not as a hearing de novo.

NOTICE OF TRANSFEREES

20. If, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another, the Receiver shall not be obligated to give notice or otherwise deal with the transferee or of such Claim in respect thereof unless and until written notice of such transfer or together with evidence of such transfer or assignment, shall have been received and acknowledged by the Receiver in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with the Claims Process prior to receipt and acknowledgement by the Receiver of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Company may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such person to the Company. Reference to a transfer in this Order includes a transfer or whether absolute or intended as security.

SERVICES AND NOTICES

21. The Receiver may, unless otherwise specified by this Order, serve and deliver the Claims Package, any notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to such Persons at their respective addresses or contact information as last shown on the records of the Company or set out in a Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within British Columbia, the fifth Business Day after mailing within Canada (other than within British Columbia), and the seventh Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic

transmission by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

22. Any Proof of Claim, Notice of Dispute or other notice or communication required to be provided or delivered by a Creditor to the Receiver under this Order, shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, or email addressed to:

Ernst & Young Inc.
Court-appointed Receiver of PE Consulting Ltd.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Holly Palmer and Jason Eckford

Tel: 604.648.3671
Fax: 604.899.3530

Email: Holly.Palmer@ca.ey.com
Jason.Eckford@ca.ey.com

23. If during any period which notice or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notice or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.
24. In the event this Order is later amended by further Order of the Court after a hearing on at least two (2) Business Days' notice to the Service List, the Receiver may post such further Order on the Receiver's Website and serve such further Order on the Service List, and such posting and service shall constitute adequate notice to Creditors of such amended Claims Process.
25. Notwithstanding any other provisions of this Order, the solicitation by the Receiver of Proofs of Claim and the filing by any Creditor of any Proof of Claim shall not, for that reason only, grant any Person standing in these Receivership Proceedings.
26. The Claims Bar Date, and the amount and status of every Allowed Claim, as determined under the Claims Process, including any determination as to the nature, amount, value, priority or validity of any Claim, including any secured claim, shall continue in full force and effect and be final for all purposes (except as expressly stated in any Notice of Disallowance or Revision or settlement or order of the Court), including for any distribution made to Creditors of the Company, whether in these Receivership Proceedings or in any of the Receivership Proceedings authorized by this Court or permitted by statute.
27. The Receiver (a) in carrying out the terms of this Order, shall have all of the protections given to it by statute, the Original Receivership Order and as an officer of this Court, including the stay of proceedings in its favour, (b) shall incur no liability or obligation as a

result of the carrying out of its obligations under this Order, save and except any gross negligence or wilful misconduct on its part, or amounts in respect of obligations imposed specifically on receivers by applicable legislation, (c) shall be entitled to rely on the books and records of the Company, and any information provided by the Company, all without independent investigation, and (d) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

28. Notwithstanding the terms of this Order, the Receiver may apply to this Court from time to time for directions from this Court with respect to this Order, including the Claims Process and the schedules to this Order, or for such further Order or Orders as either of them may consider necessary or desirable to amend, supplement or replace this Order, including any schedule to this Order.
29. Notwithstanding anything to the contrary herein:
- (a) the Receiver may, at any time, refer a Claim for resolution to the Court for any purpose where, in the Receiver's discretion, such a referral is preferable or necessary for the resolution of the valuation of the Claim; and
 - (b) the Receiver may, in writing and at any time, settle and resolve any disputed Claims.

APPROVAL

30. Endorsement of this Order by counsel appearing, other than counsel for the Company and the Receiver, on this application is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Lawyers for Ernst & Young Inc., in its
capacity as the court-appointed Receiver
Cassels Brock & Blackwell LLP
(Jared Enns)

BY THE COURT

REGISTRAR

SCHEDULE "A"
LIST OF COUNSEL

NAME	PARTY REPRESENTED

SCHEDULE "B"

DEFINITIONS

"Allowed Claim" means the amount, status and/or validity of the Claim of a Creditor finally determined in accordance with the Claims Process. Any Claim will be "finally determined" and become an Allowed Claim in accordance with the Claims Process if:

- (a) a Creditor files a Proof of Claim by the Claims Bar Date, and the Receiver has not sent a Notice of Revision or Disallowance by the deadline set out in paragraph 17 of this Order;
- (b) the Receiver has sent the Creditor a Notice of Revision or Disallowance in accordance with the Claims Process and the Creditor has not sent a Notice of Dispute in response by the deadline set out in paragraph 18 of this Order;
- (c) the Creditor sent a Notice of Dispute by the deadline set out in paragraph 18 and the Receiver and Creditor have consensually resolved the disputed Claim; or
- (d) the Court has made a determination with respect to the Claim and no appeal or application for leave to appeal therefrom has been taken or served on either party, or if any appeal(s) or application(s) for leave to appeal or further appeal have been taken therefrom or served on either party, any (and all) such appeal(s) or application(s) have been dismissed, determined or withdrawn;

"Amended and Restated Receivership Order" means the Order of the Court made by the Honourable Justice Winteringham dated December 10, 2018;

"Business Day" means any day other than a Saturday, Sunday or a day on which banks in Vancouver, British Columbia are authorized or obligated by applicable law to close or otherwise are generally closed;

"Claim" means any right or claim of any Person that may be asserted or made in whole or in part against the Company, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, in existence on, or which is based on, an event, fact, act or omission, at law or in equity, by reason of the commission of a tort (intentional or unintentional), any breach of contract or other agreement (oral or written), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any reason whatsoever against the Company or any of their property or assets, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims not referred to above that are or would be claims provable in bankruptcy had the Company (or any one of them) become bankrupt on the Filing Date, and for greater certainty, includes any Tax Claim;

"Claims Bar Date" means 5:00 p.m. (Vancouver time) on August 27, 2010, or such other date as may be ordered by the Court;

"Claims Package" means the document package which includes a copy of: (i) the Instruction Letter; (ii) a blank Proof of Claim; and (iii) such other materials as the Receiver considers necessary or appropriate;

"Claims Process" means the call for claims to be administered by the Receiver pursuant to the terms of this Order;

“Company” means PE Consulting Ltd.;

“Court” means the Supreme Court of British Columbia;

“Creditor” means any Person having a Claim and includes, without limitation, the transferee or assignee of a transferred Claim that is recognized as a Creditor in accordance with paragraph 20 hereof, or a trustee, liquidator, receiver, manager, or other Person acting on behalf of such Person;

“Filing Date” means June 8, 2018;

“Includes” means includes, without limitation, and **“including”** means including, without limitation;

“Instruction Letter” means the letter regarding completion of a Proof of Claim, which letter shall be substantially in the form attached hereto as **Schedule “C”**;

“Newspaper Notice” means the notice of the Claims Process to be published in the newspaper listed in paragraph 10 of this Order, calling for any and all Claims of creditors against the Company, in substantially the form attached hereto as **Schedule “G”**;

“Notice of Dispute” means the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance, which notice shall be substantially in the form attached hereto as **Schedule “F”**;

“Notice of Revision or Disallowance” means the notice that may be delivered by the Receiver to a Creditor advising that the Receiver has revised or disallowed in whole or in part such Creditor's Claim as set out in its Proof of Claim, which notice shall be substantially in the form attached hereto as **Schedule “E”**;

“Original Receivership Order” means the Order of the Court made by the Honourable Justice N. Smith dated June 8, 2018, as modified, amended, supplemented, extended or varied by the Court;

“Person” means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status;

“Proof of Claim” means the form to be completed and filed by a Creditor setting forth its proposed Claim, substantially in the form attached hereto as **Schedule “D”**;

“Receiver” means Ernst & Young Inc., in its capacity as Court-appointed receiver and receiver manager of all of the assets, undertakings and property of the Company pursuant to the Amended and Restated Receivership Order;

“Receivership Proceedings” means the receivership proceedings commenced by the Petitioners, being British Columbia Supreme Court Action No. B-180368;

“Receiver's Website” means the Receiver's website located at www.ey.com/ca/PEConsulting; and

“Tax Claim” means any Claim against the Company for any taxes in respect of any taxation year or period ending on or prior to the Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any taxes in respect of or attributable to the portion of the taxation period commencing prior to the Filing Date and up to and including the Filing Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident tax related thereto.

SCHEDULE "C"
FORM OF INSTRUCTION LETTER
INSTRUCTION LETTER
FOR THE CLAIMS PROCESS FOR CREDITORS OF PE CONSULTING LTD.
(hereinafter referred to as the "Company")

Claims Process

By order of the Supreme Court of British Columbia (the "**Court**") dated July 28, 2020, (as may be amended, restated or supplemented from time to time, the "**Claims Process Order**"), in the receivership of PE Consulting Ltd. (the "**Company**"), commenced pursuant to the *Law and Equity Act*, R.S.B.C. 1996 c. 253 (the "**LEA**"), Ernst & Young Inc. in its capacity as receiver and receiver manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and property of the Company, has been authorized to conduct a claims process (the "**Claims Process**"). A copy of the Claims Process Order, with all schedules, may be found on the Receiver's Website at: www.ey.com/ca/PEConsulting. Capitalized terms used in this letter, which are not defined in this letter shall have the meaning ascribed to them in the Claims Process Order.

PLEASE NOTE THAT THIS LETTER AND THE CLAIMS PROCESS ORDER APPLIES ONLY TO THE COMPANY. IT DOES NOT APPLY TO CLAIMS AGAINST ANY OTHER ENTITIES.

This letter provides instructions for Creditors for completing the Proof of Claim. A blank Proof of Claim form is included with this letter.

The Claims Process is intended for any Person asserting a Claim of any kind or nature whatsoever against the Company arising before the Filing Date, whether written or oral.

If you wish to file a Claim, you must file a Proof of Claim (as referenced in section 2 below) to avoid the barring of any Claim which you may have against the Company.

If you have any questions regarding the Claims Process, please contact the Court-appointed Receiver at the address provided below.

All enquiries with respect to the Claims Process should be addressed to:

Ernst & Young Inc.
Court-appointed Receiver of PE Consulting Ltd.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Jason Eckford

Tel: 604.648.3671
Fax: 604.899.3530
Email: Jason.Eckford@ca.ey.com

1. **For Creditors Submitting a Proof of Claim**

If you have a Claim, you are required to file a Proof of Claim, in the form enclosed herewith, and ensure **that it is received by the Receiver by 5:00 p.m. (Vancouver time) on August 26, 2020** (the "Claims Bar Date"), to avoid the barring of any Claim you may have against the Company, if any.

For the avoidance of doubt, any Claim you may have against the Company must be filed in accordance with the Process set forth herein.

Additional Proof of Claim forms can be found on the Receiver's website at www.ey.com/ca/PEConsulting or obtained by contacting the Receiver at the address indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Receiver has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

If you are submitting your Proof of Claim electronically, please submit it in one PDF file and ensure the name of the file is **[legal name of creditor]poc.pdf**.

2. **Claims Order**

While this Instruction Letter, along with its accompanying Proof of Claim form, is provided to assist you in the Claims Process, you must comply with the terms of the Claims Process Order pronounced August 26, 2020.

IF A PROOF OF CLAIM IN RESPECT OF YOUR CLAIM IS NOT RECEIVED BY THE RECEIVER BY THE CLAIMS BAR DATE:

- (A) **YOUR CLAIM SHALL BE FOREVER BARRED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST THE COMPANY;**
- (B) **YOU SHALL NOT BE ENTITLED TO ANY PROCEEDS OF SALE OF ANY OF THE COMPANY'S ASSETS; AND**
- (C) **YOU SHALL NOT BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THE RECEIVERSHIP PROCEEDINGS OF THE COMPANY.**

SCHEDULE "D"
FORM OF PROOF OF CLAIM
PROOF OF CLAIM AGAINST PE CONSULTING LTD.
(hereinafter referred to as the "Company")

Please read the enclosed Instruction Letter carefully prior to completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the Claims Process Order dated July 28, 2020, as may be amended, restated or supplemented from time to time.

1. Particulars of Creditor:

(a) Please complete the following:

Full Legal Name: <i>(Full legal name should be the name of the original Creditor, regardless of whether an assignment of a Claim, or a portion thereof, has occurred prior to or following the Filing Date.)</i>	
Full Mailing Address: <i>(Full Mailing Address should be that of the Creditor, not of the Assignee.)</i>	
Telephone Number:	
Facsimile Number:	
E-mail address:	
Attention (Contact Person):	

(b) Has the Claim been sold, transferred or assigned by the Creditor to another party (an **"Assignee"**)?

Yes: []

No: []

2. Particulars of Assignee(s) (if any):

- (a) Please complete the following if all or a portion of the Claim has been assigned. Insert full legal name of assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information:

Full Legal Name of Assignee(s):
Full Mailing Address of Assignee(s):
Telephone Number of Assignee(s):
Facsimile Number of Assignee(s):
E-mail Address of Assignee(s):
Attention (Contact Person):

Proof of Claim:

I, _____, (*name of individual Creditor or Representative of corporate Creditor*), of _____ (*City, Province or State*) do hereby certify:

- (a) that I ☐ am a Creditor; OR

☐ am _____ (*state position or title*)
_____ (*name of corporate Creditor*), which is a Creditor;

- (b) that I have knowledge of all the circumstances connected with the Claim referred to below; and

- (c) that the Company was and still is indebted to the Creditor as follows:

CLAIM:

_____ (*insert \$ value of Claim*)

A. TOTAL CLAIM(S) \$ _____

(Note: Claims in a currency other than Canadian Dollars will be converted to Canadian Dollars at the noon spot rate of the Bank of Canada as at the Filing Date. Please indicate currency of claim if not Canadian Dollars).

Nature of Claim:

(*Check and complete appropriate category*)

- ☐ A. UNSECURED CLAIM OF \$ _____. That in respect of this debt, no assets of the Company are pledged as security.

[] B. SECURED CLAIM OF \$_____. That in respect of this debt, assets of the Company valued at \$_____ are pledged to me as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

Particulars of Claims:

Other than as already set out herein, the particulars of the undersigned's total Claim are attached.

(Provide all particulars of the claims and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the claims, name of any guarantor which has guaranteed the claims, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Company to the Creditor and estimated value of such security.)

Filing of Claims:

This Proof of Claim must be received by the Receiver by no later than 5:00 p.m. (Vancouver time) on August 26, 2020, (the "Claims Bar Date").

FAILURE TO FILE YOUR PROOF OF CLAIM AS DIRECTED BY THE CLAIMS BAR DATE WILL RESULT IN YOUR CLAIM BEING FOREVER BARRED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST THE COMPANY.

This Proof of Claim must be delivered by prepaid registered mail, personal delivery, e-mail, or courier at the following addresses:

Ernst & Young Inc.
Court-appointed Receiver of PE Consulting Ltd.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Jason Eckford

Tel: 604.648.3671
Fax: 604.899.3530
Email: Jason.Eckford@ca.ey.com

DATED this _____ day of _____, 2020.

Witness:

Per: _____
Print Name of Creditor:

If Creditor is other than an individual, print name and title of authorized signatory

Name: _____

Title: _____

SCHEDULE "E"

FORM OF NOTICE OF REVISION OR DISALLOWANCE

NOTICE OF REVISION OR DISALLOWANCE OF PE CONSULTING LTD.

(hereinafter referred to as the "Company")

Full Legal Name of Creditor:

Reference #:

Pursuant to the order of the Supreme Court of British Columbia dated July 28, 2020, (as may be amended, restated or supplemented from time to time), Ernst & Young Inc. in its capacity as receiver and receiver manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and property of the Company, hereby gives you notice that the Receiver has reviewed your Proof of Claim and has revised or disallowed your Claim as follows:

	Proof of Claim as Submitted (\$CDN)	Revised Claim as Accepted (\$CDN)	Secured (\$CDN)	Unsecured (\$CDN)
Total Claim				

Reason for the Revision or Disallowance:

If you do not agree with this Notice of Revision or Disallowance, please take notice of the following:

If you intend to dispute a Notice of Revision or Disallowance, you must deliver a Notice of Dispute, in the form attached hereto, by prepaid registered mail, personal delivery, e-mail (in PDF format), courier or facsimile transmission to the address indicated herein so that such Notice of Dispute is received by the Receiver by 5:00 p.m. (Vancouver time) on [●] (being ten (10) days after the date of this Notice of Revision or Disallowance), or such other date as may be agreed to by the Receiver. The form of Notice of Disallowance is attached to this Notice.

Where a Notice of Dispute is being submitted electronically, please submit one pdf file with the file named as follows: **[legal name of creditor]pocdispute.pdf**.

If you do not deliver a Notice of Dispute by the time specified, the nature and amount of your Claim, if any, shall be as set out in this Notice of Revision or Disallowance for voting and/or distribution purposes.

Address for Service of Notices of Dispute:

Ernst & Young Inc.
Court-appointed Receiver of PE Consulting Ltd.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Jason Eckford

Tel: 604.648.3671
Fax: 604.899.3530
Email: Jason.Eckford@ca.ey.com

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

Dated at _____ this _____ day of _____, 2020.

ERNST & YOUNG INC.

In its capacity as the Court-appointed Receiver
of PE Consulting Ltd.

Per: _____

Name: _____

Title: _____

SCHEDULE "F"

FORM OF NOTICE OF DISPUTE

NOTICE OF DISPUTE OF PE CONSULTING LTD.

(hereinafter referred to as the "Company")

Pursuant to the order of the Supreme Court of British Columbia dated July 28, 2020, (as may be amended, restated or supplemented from time to time), I/we hereby give you notice of my/our intention to dispute the Notice of Revision or Disallowance bearing Reference Number _____ and dated _____ issued by Ernst & Young Inc. in its capacity as receiver and receiver manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and property of the Company, in respect of my/our Claim.

Full Legal Name of Creditor: _____

	Reviewed Claim as Accepted (\$CDN)	Reviewed Claim as Disputed (\$CDN)	Secured (\$CDN)	Unsecured (\$CDN)
Total Claim				

Reasons for Dispute (attach additional sheet and copies of all supporting documentation if necessary):

Signature of Individual: _____

Date: _____

(Please print name): _____

Telephone Number: (_____) _____

Facsimile Number: (_____) _____

Email Address: _____

Full mailing address: _____

This form and supporting documentation is to be returned by prepaid registered mail, personal delivery, e-mail (in pdf format), courier or facsimile transmission to the address indicated herein and is to be received by the Receiver by 5:00 p.m. (Vancouver time) on [●], 2020 [being ten (10) days after the date of the Notice of Revision or Disallowance], or such other date as may be agreed to by the Receiver.

Where this Notice of Dispute is being submitted electronically, please submit one pdf file with the file named as follows **[legal name of creditor]pocdispute.pdf**.

Address for Service of Notices of Dispute:

Ernst & Young Inc.
Court-appointed Receiver of PE Consulting Ltd.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Jason Eckford

Tel: 604.648.3671
Fax: 604.899.3530
Email: Jason.Eckford@ca.ey.com

SCHEDULE "G"
FORM OF NEWSPAPER NOTICE
NOTICE TO CREDITORS OF PE CONSULTING LTD.
(hereinafter referred to as the "Company")

RE: NOTICE OF CLAIMS PROCESS FOR THE COMPANY

This notice is being published pursuant to an order of the Supreme Court of British Columbia dated July 28, 2020, (the "**Claims Process Order**") which approved a claims process for the determination of certain claims against the Company (the "**Claims Process**"). The Claims Process only applies to the Claims of Creditors described in the Claims Process Order. A copy of the Claims Process Order and other public information concerning the Receivership Proceedings can be obtained on the website of Ernst & Young Inc., the Court-Appointed Receiver of the Company (the "**Receiver**") at www.ey.com/ca/PEConsulting. Any person who may have a claim against the Company should carefully review and comply with the Claims Process Order.

Any person having a Claim against the Company arising or relating to the period prior to June 8, 2018, in respect of the Company (the "**Filing Date**"), which would have been a claim provable in bankruptcy had the Company become bankrupt on the Filing Date, must send a Proof of Claim to the Receiver, **to be received by the Receiver by no later than 5:00 p.m. (Vancouver time) on August 26, 2020** (the "**Claims Bar Date**").

For the avoidance of doubt, any claim a creditor may have against the Company must be filed in accordance with the process set forth in the Claims Process Order. Creditors requiring more information or who have not received a Proof of Claim form or Claims Package should contact the Receiver by telephone at [604.648.3671], or email at: [Jason.Eckford@ca.ey.com]

UNLESS EXPRESSLY PROVIDED IN THE CLAIMS PROCESS ORDER, HOLDERS OF CLAIMS THAT DO NOT FILE PROOFS OF CLAIM WITH THE RECEIVER BY THE APPLICABLE DEADLINE SPECIFIED ABOVE SHALL NOT BE ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION OF ANY PROCEEDS OF SALE OF THE COMPANY'S ASSETS, OR TO PARTICIPATE AS A CREDITOR IN THE RECEIVERSHIP PROCEEDINGS OF THE COMPANY, AND SHALL BE PROHIBITED FROM MAKING OR ENFORCING ANY CLAIM AGAINST THE COMPANY. ADDITIONALLY, ANY CLAIMS SUCH CREDITOR MAY HAVE AGAINST THE COMPANY SHALL BE FOREVER BARRED.

SCHEDULE "C"

District of British Columbia
Division No. 03 – Vancouver
Court No. B-180368
Estate No. 11-2375063

IN THE SUPREME COURT OF BRITISH COLUMBIA IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
JIZHE YANG

IN THE MATTER OF THE RECEIVERSHIP OF
PE CONSULTING LTD.

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE

)
)
)
)

WEDNESDAY, THE 29TH DAY
OF JULY, 2020

THE APPLICATION of Ernst & Young Inc., in its capacity as court-appointed receiver and receiver manager (the "**Receiver**") of the assets, undertakings and property of PE Consulting Ltd. coming on for hearing at Vancouver, British Columbia, on the 29th day of July, 2020; AND ON HEARING Jared Enns, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto, and no one appearing for the Respondents, although duly served; AND UPON READING the material filed herein, including the Second Report of the Receiver dated July 15, 2020 (the "**Second Report**"), the Fourth Affidavit of Holly Palmer made July 15, 2020, and the Second Affidavit of H. Lance Williams made July 15, 2020;

THIS COURT ORDERS THAT:

Approval of the Receiver's Actions and Accounts

1. The Second Report and the activities of the Receiver referred to therein, be and are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

2. The accounts of the Receiver and its counsel, Cassels Brock & Blackwell LLP, as described in the Second Report, the Fourth Affidavit of Holly Palmer made July 15, 2020, and the Second Affidavit of H. Lance Williams made July 15, 2020, are hereby approved.

Endorsement

3. Endorsement of this Order by counsel appearing on this application other than the Receiver is hereby dispensed.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT.

Signature of Lawyer for the Receiver
Cassels Brock & Blackwell LLP
(Jared Enns)

BY THE COURT

REGISTRAR

SCHEDULE "A"
LIST OF COUNSEL

NAME	PARTY REPRESENTED